

# EXHIBIT 1



A P P E A R A N C E S

For the Plaintiffs:

CHRISTOPHER T. WION  
Danielson Harrigan Leyh & Tollefson  
999 Third Avenue  
Suite 4400  
Seattle, Washington 98104

For PSA and Lorraine Hine:

JOHN J. DUNBAR  
Ball Janik  
One Main Place  
101 SW Main Street  
Suite 1100  
Portland, Oregon 97204-3219

For Football Northwest and First & Goal:

PAUL A. AINSWORTH  
Covington & Burling  
1201 Pennsylvania Avenue NW  
Washington, DC 20004-2401

--oOo--

## I N D E X

EXAMINATION BY	PAGE
By Mr. Wojtanowicz	4
By Mr. Dunbar	60
By Mr. Ainsworth	60

## EXHIBIT INDEX

NO.	DESCRIPTION	PAGE
29	PSA Website	23
30	PSA Website	31
31	PSA Website	34
32	Declaration of Ann Kawasaki Romero	37
33	Real Madrid vs. DC United document	44
34	September 23, 2004, Board Meeting Minutes	45
35	May 23, 2002, Board Meeting Minutes	46
36	Mr. Murphy's letter and Ms. Hine's response	47
37	September 21, 2005, letter from Sam Hunt to First & Goal	50
38	Complaint from Mr. Mapes	53
39	E-mail string	55

1 Seattle, Washington; Wednesday, April 25, 2007

2 11:35 a.m.

3  
4 --oOo--

5  
6 ANN KAWASAKI ROMERO, deponent herein, having been  
7 first duly sworn on oath,  
8 was examined and testified  
9 as follows:

10  
11 E X A M I N A T I O N

12 BY MR. WOJTANOWICZ:

13 Q. Okay, Ms. Kawasaki. We are continuing with  
14 your deposition. We just completed the 30(b)6 deposition,  
15 and so now at this point I assume you're comfortable with  
16 kind of the ground rules we set out in the previous  
17 deposition, and in this instance you are here in response  
18 to an individual subpoena and not in your 30(b)6 capacity.

19 Do you understand that?

20 A. Yes.

21 Q. And I didn't do this before, and I want to just  
22 briefly touch on your work history and your position and  
23 what you do at the PSA.

24 So you're the Executive Director of the PSA; is  
25 that correct?

1 master tenants are required to produce and provide to the  
2 Public Stadium Authority, so I ensure those are received,  
3 and then we review them and we either review them for  
4 comment or we -- for certain plans they require board  
5 approval, so I ensure that the board reviews and approves  
6 those plans where approval is required.

7 Q. I believe in the 30(b)6 portion of your  
8 deposition, you described what those plans were, and you  
9 asked if you could see Section 8 of the Master Lease  
10 because that would tell you what the plans were; is that  
11 correct?

12 A. Yes.

13 Q. -- that require board approval.

14 A. Right, the affordable price report. I don't  
15 think I mentioned that.

16 Q. Is it your understanding that the Master Lease  
17 Agreement between the PSA and FGI requires FGI to provide  
18 certain public benefits as part of its lease obligations?

19 A. Yes.

20 Q. And the reports that you were referring to that  
21 require approval by the PSA board -- do those reports  
22 relate to the public benefits -- do some of those reports  
23 relate to the public benefits that FGI is required to  
24 provide?

25 MR. DUNBAR: Objection, vague.

1 Go ahead.

2 THE WITNESS: Yes.

3 BY MR. WOJTANOWICZ:

4 Q. So let's go through -- and those are -- looking  
5 at Section 8 of the Master Lease Agreement, you mentioned  
6 affordable price seats. Section 8.12 deals with affordable  
7 price seats. Can you describe for me what the reports  
8 entail that relate to affordable price seats from FGI?

9 A. Oh, it's just a single-page document that  
10 reflects tickets that were sold during the applicable  
11 period and demonstrates that it meets the criteria that's  
12 established in the Master Lease, the language of which  
13 parallels the requirement in the statute to provide at  
14 least 10 percent of spectator seats in the stadium for sale  
15 at an affordable price. And there's a definition of  
16 "affordable" in here.

17 Q. And as part of your job, you review those reports  
18 and determine whether FGI is in compliance with their  
19 obligation to provide affordable price seats?

20 A. Yes.

21 Q. Has FGI met its obligations?

22 MR. DUNBAR: Objection, legal conclusion.  
23 If you're asking questions about the Master Lease, I'd ask  
24 for the same courtesy as with respect to the 30(b)6  
25 deposition -- that any questions calling for a legal

1 conclusion, we'll phrase them as understanding, and if you  
2 don't, that's what you're asking for, whether you say it or  
3 not. Agreed?

4 MR. WOJTANOWICZ: Sure. That's agreed. And  
5 let me rephrase that question.

6 Q. Based on your reviews, have you ever found or  
7 recommended to the PSA board that FGI was not meeting its  
8 obligation to provide affordable price seats?

9 A. FGI has complied with this term and condition in  
10 the Master Lease.

11 Q. And turning to Section 8.1.3 of the Master Lease,  
12 that refers to a suite lottery. Does FGI also provide  
13 reports on whether it's providing a suite lottery?

14 A. No, we just verify verbally.

15 Q. And can you describe for me your understanding of  
16 what the suite lottery obligation is?

17 A. It's a ticket upgrade for people who purchase  
18 tickets, whether they be season tickets or individual  
19 tickets, to a game, and it gives them the opportunity to  
20 receive tickets to the suite, and they are able to see the  
21 Seahawks game from the suite, and I believe they're  
22 provided with refreshments when they're in the suite as  
23 well as, I believe, a parking pass.

24 Q. Do you have an understanding of what the purpose  
25 of this provision is?



1           A.    I don't have an understanding what the purpose of  
2   the provision is.  It's a provision that's included in the  
3   statute.

4           Q.    And you monitor compliance with this provision as  
5   well?

6           A.    Yes.

7           Q.    Have you ever found that the Seahawks were not  
8   providing this benefit?

9           A.    No.

10          Q.    In Section 8.4, it refers to a lottery  
11   promotion.  Do you also monitor compliance with the lottery  
12   promotion portion of this contract?

13          A.    We monitor compliance to the extent that we  
14   verify or confirm that, in fact, the lottery is receiving  
15   in kind advertising or whatever's required.  We do not --  
16   the lottery has a contract with the Seattle Seahawks, so we  
17   don't monitor that contract; we just verify that, in fact,  
18   they have such a contract and the value appears to be  
19   appropriate relative to the requirements of this lease.

20          Q.    What types of advertising does FGI provide to the  
21   Washington State Lottery?

22          A.    I don't know.

23          Q.    Do you know whether these are advertisements  
24   within the facilities or are they external advertisements?

25          A.    I believe at least some of them are internal to

1 the facility, but I can't -- I don't know what the full  
2 package includes.

3 Q. And Section 8.6 refers to women and minority  
4 business enterprise goals. Can you describe for me what  
5 your understanding is of the women and minority business  
6 enterprise requirements in the Master Lease?

7 A. That FGI is supposed to or will comply with  
8 applicable MBE and WBE goals established by King County in  
9 connection with their operation of the premises.

10 Q. And by "MBE" you mean minority enterprise or  
11 business --

12 A. Minority business enterprise and women business  
13 enterprise.

14 Q. Okay, thank you. And does FGI issue reports to  
15 the PSA on its level of usage of women and minority  
16 business enterprises?

17 A. Yes.

18 Q. And other than those reports, do you do anything  
19 else to verify the compliance with the women and minority  
20 business enterprise goals?

21 A. No.

22 Q. Have you ever found or recommended to the PSA  
23 that FGI was not meeting its goals for using women and  
24 minority businesses?

25 A. Well, you'll see in Line 25 that they show "Use

1 reasonable efforts to cause MBEs and WBEs to be utilized in  
2 the operation of the project." It doesn't require that  
3 they achieve the goals.

4 Q. What, if anything, do you do to determine if  
5 they're using reasonable efforts?

6 A. Inquire. If I have a question about what they're  
7 doing, then I will ask them what they have done to -- what  
8 reasonable efforts they have used to try to secure MBE and  
9 WBE participation.

10 Q. And Section 8.7 refers to hiring local  
11 residents. Do you monitor compliance with the -- or do you  
12 monitor the extent of FGI's use of or hiring of local  
13 residents?

14 A. This -- they report on this as part of the public  
15 benefits report.

16 Q. And what's your understanding of the  
17 requirements, if any, on FGI to hire local residents?

18 A. I believe they're just -- it's best efforts.

19 Q. Best efforts to hire as many local residents as  
20 feasible?

21 A. Well, it says: "To the extent feasible."

22 Q. Now --

23 A. "Should give preference in hiring."

24 Q. You referred to a public benefits reporting  
25 plan. Can you describe what that is for me?

1           A.    It's a report that essentially reports on the  
2   majority of the items reflected in Section 8 of the Master  
3   Lease.  It provides a report -- it's -- there's two parts  
4   to it:  The report section of the document discusses what  
5   they have done over the course of the previous year or the  
6   current year, and then the plan portion of the document  
7   talks about what they will do in the upcoming year.  It  
8   doesn't include all of these areas, however, because, as I  
9   mentioned, the affordable price seats report is a separate  
10  document.  It will reference the fact that they have  
11  submitted this document.

12           Q.   And this reporting plan -- is this a policy of  
13  PSA, or is this a policy of FGI's?

14                   MR. DUNBAR:  Objection, vague.

15                   THE WITNESS:  The approach of providing a  
16  report and a plan, I believe -- I'm just trying to remember  
17  how this -- it satisfies, I believe, a requirement that  
18  they are supposed to -- I think -- let me think about  
19  this.  Okay.  Section 8.882, 8.8.2:  "Within 30 days prior  
20  to each lease year FGI shall submit to PSA for its review  
21  and comments a proposed stadium mitigation report and  
22  plan."  That's what the public benefits report and plan is.

23           Q.   To be clear, 8.8.2 relates to mitigation of  
24  impacts from stadium operations; is that correct?

25           A.    It includes mitigation of impact from stadium

1 operations as well as reporting on specific requirements in  
2 the Public Benefits section of this Master Lease Agreement.

3 Q. And the purpose of those reports is to allow you  
4 to determine whether FGI's providing the public benefits  
5 that are required of it in the Master Lease; right?

6 MR. DUNBAR: Objection, foundation, calls  
7 for a legal conclusion.

8 THE WITNESS: The purpose of the report is  
9 to -- is to allow us to -- or is to help us evaluate  
10 whether they are complying with the terms and conditions of  
11 the Master Lease or public benefits to be derived from the  
12 project.

13 BY MR. WOJTANOWICZ:

14 Q. And how is this report delivered to the PSA or to  
15 you?

16 A. Hand delivered.

17 Q. And it's a written report?

18 A. Yes.

19 Q. And you review that report as part of your  
20 general review of contract compliance; is that correct?

21 A. Yes.

22 Q. Do you use that report in determining whether  
23 they're complying with the provisions of Section 8 of the  
24 Master Lease Agreement?

25 A. Yes.

1 Q. And in using that report and reviewing Section 8,  
2 you're attempting to determine whether they're providing  
3 the public benefits required from them under the statute in  
4 the contract; right?

5 A. We're attempting to do that, yes.

6 (Luncheon recess taken.)

7

8 BY MR. WOJTANOWICZ:

9 Q. Before we took the break for lunch, we were  
10 talking about Section 8 of the Master Lease, and we were  
11 going through the various benefits that are -- that FGI --  
12 that the contract indicates FGI is to provide to the public  
13 as part of the contract, and so I believe we left off after  
14 8.7, and I want to talk to you about Section 8.8.

15 Is it your understanding that FGI is required  
16 under the contract to attempt to minimize the impacts from  
17 the operations of Qwest Field on the surrounding  
18 neighborhoods and on traffic?

19 A. I understand that they're supposed to work to try  
20 to mitigate the impacts.

21 Q. I think you indicated that they issue a report on  
22 their mitigation efforts to the PSA; is that correct?

23 A. Yes.

24 Q. And does the PSA have input on the mitigation  
25 efforts that FGI makes in order to attempt to mitigate the

1 impacts of the stadium operations?

2 A. The PSA approved the mitigation plan for  
3 construction only.

4 Q. What about mitigation efforts that relate to  
5 ongoing events at Qwest Field?

6 A. That's the operator's responsibility.

7 Q. So does the PSA review FGI's continuing efforts  
8 to mitigate impacts from stadium operations?

9 A. The PSA, I don't believe, is aware of everything  
10 that FGI might be doing to mitigate any adverse impacts on  
11 the affected areas.

12 Q. So have you reviewed the mitigation reports that  
13 FGI has provided?

14 A. Yes, I reviewed them.

15 Q. What's contained in those reports?

16 A. Well, besides the reports or references -- the  
17 reports we discussed previously, they do discuss mitigation  
18 measures that are required under the master use permit,  
19 they talk about or they include information about community  
20 forums that they hold, community partnership forum, other  
21 things that they may be doing in the community.

22 Q. And moving on to Section 8.11, is it your  
23 understanding that the Master Lease requires FGI to provide  
24 office space for PSA?

25 A. Yes.

1 Q. It's also your understanding, isn't it, that the  
2 reasonable operating expenses of the PSA are to be paid by  
3 FGI if they exceed the \$850,000 annual rent?

4 A. Yes.

5 Q. So is it true that all of the expenses of PSA are  
6 covered by rent payments and by these -- by the provision  
7 of office space from FGI?

8 A. All of the PSA's operating expenses? Is that  
9 your question?

10 Q. Yes.

11 A. All of the PSA's operating expenses are paid for  
12 through rent, interest income we receive on our account.  
13 Those are the primary sources of revenue for us.

14 Q. And in Section 8.13, which relates to the  
15 protection of tax exempt bonds, do you have an  
16 understanding of what this provision relates to?

17 A. I believe that's a provision that just requires  
18 them or asks them to preserve the tax except nature of the  
19 bonds, not to do anything that would compromise that. I  
20 don't know what that would be.

21 Q. Another one of the benefits listed in  
22 Section 8.15 -- in Section 8 is in Section 8.15, which  
23 indicates: "Compliance With Laws: No Discrimination."

24 Is it your understanding that one of the benefits  
25 FGI is supposed to provide is that it shall comply with



1 laws, including laws with respect to discrimination?

2 MR. AINSWORTH: Objection, mischaracterizes  
3 the document.

4 MR. DUNBAR: Object to the form of the  
5 question.

6 THE WITNESS: Can you repeat the question?

7 BY MR. WOJTANOWICZ:

8 Q. Is it your understanding that FGI is required  
9 under the Master Lease to comply with all applicable laws,  
10 including laws against discrimination?

11 A. Yes.

12 Q. And it's also your understanding that FGI is to  
13 include that covenant that that agreement to comply with  
14 all applicable laws, including laws with respect to  
15 discrimination -- FGI is required to include those in its  
16 subcontracts; correct?

17 A. Yes.

18 Q. And all of these items listed in Section 8.13  
19 are -- actually, let me back up a second. You've been with  
20 the PSA since its inception, I believe you testified;  
21 right?

22 A. Yes.

23 Q. And you are also involved --

24 A. Well, I shouldn't say yes. Since almost their  
25 inception. They actually existed for a while without

1 staff.

2 Q. And your position prior to when you began working  
3 for the PSA, you were involved in the organization that led  
4 to the creation of the stadium and the PSA; is that  
5 correct?

6 A. I was with the organization that led to the  
7 creation of the stadium? No.

8 MR. DUNBAR: Object to the form of the  
9 question.

10 BY MR. WOJTANOWICZ:

11 Q. The Public Facilities District. Did you work  
12 with the Public Facilities District -- did that relate  
13 to --

14 A. Baseball.

15 Q. Oh, that related to baseball, the baseball  
16 stadium. Okay, I apologize. Were you involved at all in  
17 the negotiation or creation of the Master Lease Agreement?

18 A. I was involved in the development of the Master  
19 Lease Agreement, but I did not negotiate the Master Lease  
20 Agreement.

21 Q. What was your involvement in the creation of the  
22 Master Lease?

23 A. I would advise or review and advise the Executive  
24 Director, who was part of the negotiating team.

25 Q. Now, the Section 8 of the Master Lease Agreement

1 requires FGI to provide a number of benefits to the public;  
2 is that correct?

3 MR. DUNBAR: Objection.

4 MR. AINSWORTH: Objection, mischaracterizes  
5 the document.

6 MR. DUNBAR: Object to the form of the  
7 question.

8 THE WITNESS: Yes.

9 BY MR. WOJTANOWICZ:

10 Q. And is it your understanding that part of the  
11 mission of the PSA is to ensure that the stadium and the  
12 operation of the stadium provides benefits to the public?

13 A. It's my belief that the PSA is -- yes, part of  
14 their responsibility is to ensure that public benefits are  
15 derived from the stadium pursuant to the Stadium Act.

16 Q. And as Executive Director of the PSA, do you have  
17 any responsibility over the content of web pages of the  
18 PSA's website?

19 A. Well, I'm ultimately -- I have ultimate  
20 responsibility.

21 Q. And have you reviewed the PSA's website, or did  
22 you review it prior to the time it was posted?

23 A. I reviewed it many years ago.

24 (Exhibit No. 29 marked for  
25 identification.)

1 BY MR. WOJTANOWICZ:

2 Q. I'm showing you what's been marked as Exhibit  
3 No. 29, and I'll represent to you that this is -- these are  
4 screen shots of web pages found at the PSA's website. Do  
5 you recognize this as part of the PSA's website?

6 A. Yes.

7 Q. On the front of Exhibit 29 under the heading  
8 "Public Benefits," it says that: "Qwest Field and Event  
9 Center offers more to Washington citizens than just a  
10 state-of-the-art venue. Read our public benefits section  
11 to learn more about how public and private interests to  
12 worked together to make our facility a sound investment in  
13 Washington's future."

14 And it's your understanding that the PSA and --  
15 or is it your understanding that the PSA and FGI worked  
16 together to provide benefits to the public?

17 MR. DUNBAR: Object to the form of the  
18 question.

19 THE WITNESS: Well, I believe that the  
20 private parties are responsible for providing these public  
21 benefits and we're responsible for ensuring that that  
22 happens, so I guess we are working together in that regard.

23 BY MR. WOJTANOWICZ:

24 Q. And I believe this document appears to list  
25 public benefits that are not described in the Master Lease

1 Agreement. You look like you wanted to add something.

2 A. I just want to be clear that we're not  
3 responsible for implementing these programs.

4 Q. But you are responsible for overseeing them;  
5 correct?

6 A. We're responsible for monitoring to ensure that  
7 they, in fact, are carried out. We don't implement them.

8 Q. And it's part of the PSA's mission, is it not, to  
9 ensure that these public benefits are actually realized;  
10 correct?

11 A. I'm not sure if it's part of our mission  
12 statement or not. Is that what your question is? I don't  
13 recall what our mission statement says.

14 Q. Not necessarily part of the mission statement,  
15 but is it part of the PSA's function to ensure that these  
16 public benefits are realized?

17 A. Yes.

18 Q. Another benefit that this document lists -- and  
19 unfortunately, these pages are not numbered, but after the  
20 section showing various pieces of artwork, there's a page  
21 with the heading "Youth Athletic Facilities." Can you  
22 describe for me the benefits provided to the public through  
23 the provision of youth athletic facilities?

24 A. Well, under the statute, Mr. Allen was required  
25 to contribute 10,000,000 to that state account, which he

1 did. So that requirement was fulfilled.

2 Q. And then on the next page, it says, under the  
3 heading "Diversity Program," it said: "Referendum 48  
4 required the stadium and Exhibition Center project to adopt  
5 King County's goals for minority and women business  
6 enterprise participation."

7 Earlier we were discussing the minority and women  
8 business enterprise goals, and so is it your understanding  
9 that FGI was required to adopt King County's goals for  
10 minority and women business enterprise by the Master Lease?

11 MR. DUNBAR: Object to the form of the  
12 question.

13 THE WITNESS: It's my understanding that  
14 First & Goal is required to agree to King County's goal for  
15 minority and women business enterprise participation.

16 BY MR. WOJTANOWICZ:

17 Q. And turning to the last page of this exhibit,  
18 under the heading "Permanent Common School Fund Profit  
19 Sharing," it indicates that: "20 percent of any annual net  
20 profits from the Exhibition Center are to be given to --  
21 for funding public schools." Is that your understanding?

22 A. Yes.

23 Q. And the document lists an amount of money for  
24 each year that were contributed to the Common School Fund.  
25 To the best of your knowledge, are these accurate figures?

1 A. Yes.

2 Q. Can you describe for me what types of events are  
3 held at the Exhibition Center from which the PSA derives  
4 income through this profit sharing arrangement?

5 A. Consumer shows, trade shows, concerts, community  
6 events. Think those are the general categories.

7 Q. Do you know whether FGI performs pat-down  
8 searches of any patrons entering any of those events in the  
9 Exhibition Center?

10 A. I don't know.

11 Q. Do you know if there's anything or is it your  
12 understanding that there's anything in the Master Lease  
13 that would prevent FGI from searching individuals entering  
14 the Exhibition Center for those events?

15 MR. DUNBAR: Objection, legal conclusion.

16 THE WITNESS: Not aware of anything.

17 BY MR. WOJTANOWICZ:

18 Q. Have you ever taken the position or told FGI that  
19 they could not search individuals entering the Exhibition  
20 Center?

21 A. No.

22 Q. Has anyone, to your knowledge, at the PSA told  
23 FGI that they couldn't search patrons entering the  
24 Exhibition Center for events?

25 A. Not to my knowledge.

1 provisions?

2 A. Right.

3 (Exhibit No. 30 marked for  
4 identification.)

5 BY MR. WOJTANOWICZ:

6 Q. You've just been shown what's been marked as  
7 Exhibit 30, and again, do you recognize this as part of the  
8 PSA website?

9 A. Yes.

10 Q. And in this document under the heading "About the  
11 PSA," it states that: "The PSA's mission is to represent  
12 the public's interest in owning Qwest Field and Event  
13 Center and overseeing First & Goal's operation of the  
14 facility for the benefit of all Washington state citizens."

15 Do you agree with that statement?

16 A. Yes. I would define operations of the facility  
17 as operations as they're defined -- or as we have the  
18 authorities in the Master Lease.

19 Q. And so when it says that the PSA's mission is, in  
20 part, overseeing First & Goal's operation of the facility  
21 for the benefit of all Washington state citizens, what does  
22 the PSA do to meet that mission?

23 A. Well, again, we monitor compliance with the  
24 relevant terms and conditions of the Master Lease,  
25 specifically Section 8, Section 11.



1 Q. Section 8 being the section --

2 A. Public Benefits.

3 Q. Public Benefits. Thank you. And underneath that  
4 paragraph that I just read to you, it says: "In pursuit of  
5 this mission, the PSA will work to ensure that Qwest Field  
6 and Event Center," and then there are some bullet points,  
7 and one of those is: "Provides economic and entertainment  
8 benefits to residents across the state of Washington."

9 So is it your understanding that one of the  
10 purposes of the PSA is to ensure that Qwest Field provides  
11 economic benefits to the public?

12 A. This mission statement was developed by the board  
13 in 1997/1998. At the time it was developed, provides  
14 economic and entertainment benefits to the residents across  
15 the state of Washington referred to developing or  
16 constructing a state-of-the-art facility that would provide  
17 those opportunities.

18 Q. And it also indicates -- one of the bullet points  
19 there is that -- it states: "Serves as a national model  
20 for public/private partnerships."

21 Do you agree that one of the goals of the PSA is  
22 to ensure that its work with FGI serves as a national model  
23 for public/private partnerships?

24 MR. AINSWORTH: Objection, mischaracterizes  
25 the document, calls for a legal conclusion.

1 MR. DUNBAR: We've got that agreement what  
2 that we adopt; correct?

3 MR. AINSWORTH: We don't need to separately  
4 state our objections?

5 MR. WOJTANOWICZ: No.

6 MR. DUNBAR: Go ahead.

7 THE WITNESS: Again, the mission statement  
8 was developed when the PSA was first established. It  
9 serves as a national model for public/private partnerships  
10 as it applies here pertaining to the development of or the  
11 construction of Qwest Field.

12 BY MR. WOJTANOWICZ:

13 Q. Did you draft this mission statement?

14 A. No, I did not.

15 Q. So you don't actually know what that means?

16 A. I was there. I didn't draft it.

17 Q. So do you disagree with that statement that -- as  
18 indicated underneath or next to the last bullet point?

19 A. I believe that it is accurate as it reflects --  
20 as it relates to the public/private partnership for  
21 development of the project. It was called a public/private  
22 partnership because the public contributed financially  
23 towards the development of the facility, as did the private  
24 party. So that's what government calls those types of  
25 deals: Public/private partnerships.

1 Q. So is it your testimony that that mission --

2 A. It was achieved.

3 Q. That's achieved. You're no longer --

4 A. That was achieved during the construction.

5 Q. So the PSA is no longer working to ensure that  
6 Qwest Field and Event Center serves as a national model for  
7 public/private partnership; is that correct?

8 A. We're no longer working towards that. I don't  
9 think we're doing anything related to that.

10 Q. So has this mission statement been amended?

11 A. No, it hasn't been updated.

12 Q. Why not?

13 A. Can't --

14 MR. AINSWORTH: Objection, argumentative.

15 THE WITNESS: I don't know.

16 (Exhibit No. 31 marked for  
17 identification.)

18 BY MR. WOJTANOWICZ:

19 Q. So you're now being shown Exhibit 31, which is  
20 another portion of the PSA's website, and I draw your  
21 attention to the second full paragraph under the heading  
22 "What is the Washington State Public Stadium Authority and  
23 What Does It Do?" It indicates that: "With construction  
24 complete, the chief role of the PSA is to ensure the  
25 public's interests are represented and protected in the

1 facility's operation."

2 Do you agree with that statement?

3 A. Yes, I do because that statement speaks to the  
4 fact that we're responsible for ensuring that the public's  
5 asset is maintained.

6 Q. Other than ensuring that the public's asset is  
7 maintained, is it your understanding that the PSA has any  
8 other role in obtaining public benefits?

9 A. We have responsibility to ensure that public  
10 benefits required under the statute are derived from the  
11 project.

12 Q. And you said that you referred to the fact that  
13 part of the PSA's role is to ensure that the public's asset  
14 is protected; correct?

15 A. Correct.

16 Q. And by that, you mean that after the term of the  
17 agreement, the stadium will revert back to the ownership of  
18 the PSA; correct?

19 A. After the term -- yes, after the term of the  
20 agreement or the Master Lease, yes, it reverts.

21 Q. And during that time, who pays for the  
22 maintenance and upkeep of the facility?

23 A. Annual and routine maintenance is paid for by  
24 First & Goal. Major maintenance and modernization is paid  
25 for by naming rights proceeds, which are paid for by public

1 funds.

2 Q. And can you describe for me how the PSA derives  
3 revenue from naming rights for the facilities?

4 A. Naming rights were sold -- naming rights --  
5 proceeds off the sale of the naming rights are provided to  
6 us by First & Goal when they receive the payment from Qwest  
7 Communications.

8 Q. And it's true, isn't it, that the value of those  
9 naming rights is derived at least in part, because of the  
10 Seahawk's use of the facilities for their games; correct?

11 A. The value of the naming rights is influenced, I'm  
12 sure, by the fact that there is a NFL team playing in that  
13 venue.

14 Q. So you'd agree, wouldn't you, that if the  
15 Seahawks weren't using the stadium for their games, the  
16 naming rights wouldn't be worth as much; right?

17 A. I believe that's true.

18 Q. And the proceeds from those naming rights -- PSA  
19 uses the proceeds from those naming rights to improve and  
20 conduct major improvements to Qwest Field and Exhibition  
21 Center; right?

22 A. PSA uses those proceeds to fund major maintenance  
23 and modernization improvements at the facility. We do not  
24 undertake major maintenance and modernization.

25 Q. Who undertakes that?

1 A. First & Goal.

2 Q. So the PSA provides money that it derived from  
3 naming rights to First & Goal to conduct those and First &  
4 Goal oversees those improvements?

5 MR. DUNBAR: Object to the form.

6 Go ahead.

7 THE WITNESS: First & Goal undertakes the  
8 improvements, and yes, we fund the improvements.

9 (Exhibit No. 32 marked for  
10 identification.)

11 BY MR. WOJTANOWICZ:

12 Q. You're being shown what's been marked as  
13 Exhibit 32, and is this the Declaration that you provided  
14 in connection with this case?

15 A. Yes.

16 Q. Now, I'd like to direct your attention to  
17 Paragraph No. 9, and in the middle of that paragraph, it  
18 says: "As a general rule, the rent derived from Qwest  
19 Field is entirely unrelated to and does not vary depending  
20 on the amount of FGI's revenues or costs from Qwest Field,"  
21 and then it goes on to discuss exceptions, and I'd like to  
22 discuss those exceptions with you.

23 First it states that: "Additional rent can be  
24 derived from Olympic Games events or World Cup soccer games  
25 at the PSA project, which includes Qwest Field."

1 BY MR. WOJTANOWICZ:

2 Q. But the PSA derives revenue from each and every  
3 ticket sold to each and every event?

4 A. We derive revenue from each ticket sold at the  
5 stadium to be used under an agreement to pay back deferred  
6 sales tax on the project.

7 Q. So in order for these events to be held that  
8 generate revenue for the PSA, it's fair to say, isn't it,  
9 that there have to be security measures at those events;  
10 right?

11 MR. AINSWORTH: Objection. Calls for  
12 speculation, lack of foundation.

13 THE WITNESS: I suppose it's reasonable to  
14 assume that there have to be some security measures if you  
15 hold an event, unless it's in your backyard or something.

16 BY MR. WOJTANOWICZ:

17 Q. And is it your understanding that the NFL  
18 requires its teams to conduct upper body pat-down searches  
19 of patrons that enter the NFL games?

20 A. Is it my understanding that the NFL requires  
21 their teams to conduct upper body pat-down searches at  
22 their games? Is that your question?

23 Q. Correct.

24 A. Yes.

25 Q. Do you know whether the Seahawks would be

1 permitted to decline or permitted to refuse to conduct  
2 these pat-down searches and still hold their games?

3 MR. DUNBAR: Object to the form.

4 THE WITNESS: I do not know.

5 BY MR. WOJTANOWICZ:

6 Q. As it's stated here: "The PSA has not profited  
7 directly or indirectly from the pat-down inspections or  
8 from any other stadium security procedures." As you sit  
9 here right now, do you still believe that statement to be  
10 completely accurate?

11 MR. DUNBAR: Objection, argumentative.

12 THE WITNESS: The admissions surcharge is  
13 not collected for our benefit; it's collected to pay the  
14 deferred sales tax on the project, so that's the basis upon  
15 which this was -- this statement -- that's what this  
16 statement reflects.

17 BY MR. WOJTANOWICZ:

18 Q. Now, the sales tax on the project -- that's an  
19 obligation of the PSA; correct?

20 MR. DUNBAR: Object to the form of the  
21 question.

22 THE WITNESS: I'm not sure. It's a  
23 requirement of the project to pay deferred sales tax. I  
24 don't know if it's specifically called for -- the PSA is  
25 obligated to pay the deferred sales tax up to a certain



1 amount of money and then beyond that, it becomes a First &  
2 Goal obligation, so --

3 BY MR. WOJTANOWICZ:

4 Q. So by collecting this surcharge on every ticket  
5 sold for events at the facilities, the PSA is obtaining  
6 revenue that allows it to satisfy its obligation to pay  
7 deferred sales tax; correct?

8 A. Yes.

9 Q. We previously marked Exhibit 27. I'd like you to  
10 turn back to that, please, and I'd just like to briefly go  
11 through these numbers and find out for sure what they  
12 represent.

13 Next to "Common School Fund," it lists \$426,000,  
14 to round off. What do those payments to the Common School  
15 Fund -- from where are those revenues derived?

16 A. Net profits from the Event Center.

17 Q. And the admission surcharge which we just  
18 discussed produced a little over \$2 million in revenue to  
19 the PSA from FGI; correct?

20 A. Yes.

21 Q. And the naming rights produced approximately \$5  
22 million in revenue?

23 A. Approximately.

24 Q. 4.7, to be fair. I guess it's not as close to  
25 five as I was thinking.

1 documents.

2 Q. So was this provided simply in paper form, or was  
3 there also some oral presentation or discussion?

4 A. He reviewed -- he reviewed the outline that he  
5 provided.

6 Q. And the last sentence of that paragraph says  
7 that: "All game day staff will have completed 16 hours of  
8 training and background checks prior to the first event."

9 Do you recall any specific discussion with  
10 respect to that particular item?

11 A. I don't recall.

12 (Exhibit No. 36 marked for  
13 identification.)

14 BY MR. WOJTANOWICZ:

15 Q. Showing you Exhibit 36. This is actually a  
16 couple of documents put together, and looking at the last  
17 page of that exhibit, is that the letter from Mr. Murphy  
18 that you referenced earlier?

19 A. Yes.

20 Q. And the document in front of that, pages 0489 to  
21 90 -- is that the First & Goal response to Mr. Murphy's  
22 letter?

23 A. Yes.

24 Q. And I believe you indicated that you drafted the  
25 letter that is on the first page of this exhibit with

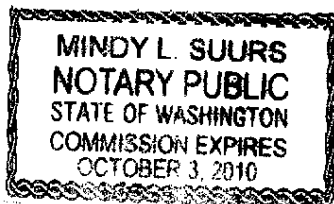
**CERTIFICATE**

THE STATE OF WASHINGTON    )  
  )  
COUNTY OF KING                    )

I, the undersigned officer of the Court under my commission as a Notary Public in and for the State of Washington, hereby certify that the foregoing deposition upon oral examination of the witness named herein was taken stenographically before me and thereafter processed under my direction;

That the witness before examination was first duly sworn by me to testify truthfully; that the transcript of the deposition is a full, true and correct transcript of the testimony; That I am neither attorney for nor a relative or employee of any of the parties to this action; further, that I am not a relative or employee of any attorney or counsel employed by the parties hereto, nor financially interested in its outcome.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 2nd day of May 2007



Mindy L. Suurs  
NOTARY PUBLIC in and for the  
State of Washington residing at  
Bellevue